

AGREEMENT

BETWEEN

CITY OF ENGLEWOOD

AND

CITY HALL EMPLOYEES

LOCAL 108, R.W.D.S.U., U.F.C.W., AFL-CIO

JANUARY 1, 2012 – DECEMBER 31, 2014

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AGREEMENT

City of Englewood

AND

City Hall Employees Local 108, R.W.D.S.U., U.F.C.W., AFL-CIO

THIS AGREEMENT entered into by and between the City of Englewood, County of Bergen, New Jersey, Hereinafter called the "City" and Local 108 R.W.D.S.U., U.F.C.W., AFL-CIO Hereinafter called the "Union".

This agreement shall become effective as of the date of execution retroactive to January 1, 2012 and expire December 31, 2014.

WITNESSETH

WHEREAS, the City has an obligation, pursuant to Chapter 303, Public Laws 1968, to negotiate with the Union as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings, which they desire to confirm in this Agreement and in consideration of the following mutual covenants, it is hereby agreed as follows:

MANAGEMENT RIGHTS

- A. Except as modified by this Agreement, it is the City has the following rights:
 - 1. To determine the reasonable standards of service to be offered by its employees;
 - 2. To determine the standards of selection for employment;
 - 3. To determine the manpower requirements;
 - 4. To direct employees;
 - 5. Take disciplinary action for just cause;
 - 6. To maintain the efficiency of its operations;
 - 7. To determine the methods, means and personnel by which its operations are to be conducted;
 - 8. To schedule work hours for employees;
 - 9. To take all necessary actions to carry out its mission in emergencies;
 - 10. To exercise control over its organization and the technology of performing its work.
- B. Management has the right to make reasonable rules and regulations and to change such rules and regulations, provided such rules and regulations do not violate the terms and conditions of this Agreement

RECOGNITION

- 1.0 The City hereby recognizes the Union as the exclusive representative for the collective negotiation concerning the terms and conditions of employment for those employees in the unit that was involved in the Public Employment Relations Commission, Docket No. RO-139, Certification of Representation dated February 24, 1971 as follows; "All classified employees presently covered under a collective bargaining agreement; employees of the Health Department, Library, Uniformed Police and Firemen, and professionals, craft employees, supervisors, within the meaning of the Act, and managerial executives".

UNION DUES

- 2.0 The City agrees to deduct the Union's monthly dues and initiation fees from the pay of the employees who authorize the City in writing to do so. Deductions shall be made either from the first or second pay period of each month. All amounts deducted shall be remitted to the Union once a month no later than the tenth day of the month following deduction. The City agrees to furnish the Union monthly with a list of newly hired employees and terminated employees. The Union will advise the City in writing of the amount of the initiation fees and monthly dues. The City's obligation hereunder shall commence on the first day of the month next following the execution of this agreement.

- 2.1 The Union shall be allowed to collect 85% of their normal monthly dues from all employees referred to in section 1.0 of this contract who are eligible for membership in Local 108 but have declined membership. This clause shall be consistent with New Jersey Statute and shall remain in effect as long as said statute is law.

SHOP STEWARDS

- 3.0 Two (2) Shop Stewards shall receive a maximum of two (2) full paid days off per calendar year per approval by the City Manager to attend Union meetings and conferences. The union shall notify the City Manager in advance of said meetings or conference and provide the names and dates of the event. The City Manager shall have the discretion upon consultation with the Department Head to grant or deny such.

GRIEVANCE PROCEDURES

- 4.0 Step 1 -- Within seven (7) days of the event or with seven (7) days after the employee should reasonably have known of the event, an employee having a grievance shall present it orally, either himself or with a Union Shop Committee representative, to his department head. If his department head is absent from his

duties for a period of 24 hours, the grievance may be presented directly to the City Manager as hereinafter provided. If the grievance is not satisfactorily adjusted within three (3) full workdays after presentation to the department head, the grievance shall be presented to the City Manager, or in his absence from his duties, the individual actually performing his duties, through the chairman of the Union Shop Committee. Upon presentation, the City Manager or his designee shall specify a time, and shall meet within three (3) full work days thereof, for discussion of the grievance with the employee, the Chair of the Union Shop Committee, one Union Shop representative, and the department head. Within one (1) full workday following the conclusion of said discussion, the City Manager shall either:

- a. Adjust the grievance;
- b. Find the grievance unjustifiable; or
- c. Advise the Shop Committee that the adjustment of the grievance is beyond his authority.

Whenever a Step 1 grievance is discussed, and prior to adjustment of the grievance, the City Manager and the Chairman of the Union Shop Committee shall initial the minutes of the meeting which shall be made during the course thereof by the City Manager.

- 4.1 **Step 2** – If the result of Step 1 is not satisfactory to the employee and the Shop Committee, the authorized representative of the Union may proceed to final and binding arbitration before and pursuant to the Rules of the New Jersey Public Employment Relations Commission by serving notice of its desire for arbitration upon the City Manager whether personally or by certified mail within ten (10) days after the termination of step 1.

- 4.2 The cost of the service of the arbitrator shall be borne equally by the City and the Union.
- 4.3 The City or its authorized representative, if it wishes to present a grievance, shall present the same to the Union Shop Committee either orally or in writing. Upon failure of adjustment thereof, it may proceed directly to final and binding arbitration by serving notice upon the Union by certified mail.
- 4.4 The failure of the employee or his representative to proceed according to the procedure herein set forth within the time periods therein prescribed shall be deemed to constitute a waiver by the employee of his rights to proceed further either administratively, by arbitration, or judicially.
- 4.5 Step 1 grievance shall be presented and discussed during work hours at a mutually agreeable time.
- 4.6 Any time limits in this section may be extended by mutual agreement of the parties.
- 4.7 Effective January 1, 1974 if an employee is required to attend a grievance meeting scheduled by the City on his day off, or other than during his regular working hours, he shall be paid at straight time for a minimum of four (4) hours.
- 4.8 The City shall have the right for just cause to initiate disciplinary proceedings against individual employees. This no way negates Article 3, Grievance Procedure, or denies the employee any right under said Article.
- 4.9 Fire Department Dispatchers:
- a. Earnest effort between dispatcher and officer in charge – verbal;

- b. Reduced to writing to the Fire Chief
- c. Chain of Command

SENIORITY AND BIDDING

- 5.0 If a vacancy is not filled under paragraph 5.1, the City will notify the Shop Committee Chairman and the Union President that a new employee is to be hired listing his job classification and starting salary. Whenever a new employee is hired, notification will be given as to his name, job classification, and starting salary expressed as an annual amount.
- 5.1 The City, as employer, acknowledges that the opportunity for promotion should increase in proportion to length of service. The Union recognizes that the needs of the City require an employee's advancement to depend partly on his sense of responsibility. In order to give due and proper balanced effect to each of the factors thus mentioned, these rules are adopted:
 - a. No vacancy shall be filled by engagement of new employee unless, under these rules, no promotee can be selected within bargaining unit;
 - b. The classification and the respective grades listed on Appendix A constitute the regular sequence of advancement.
 - c. Promotion means a permanent movement from a lower to a higher grade or a permanent lateral movement from one classification to another where both the classification left and classification entered are on the same grade level in Appendix A;

- d. Every vacancy shall be advertised on all bulletin boards usually used for notification to unit personnel. Every announcement of a vacancy shall contain:
 - 1. The name of the vacant classification as shown on Appendix A;
 - 2. The grade number as shown on Appendix A;
 - 3. The job description;
 - 4. The currently effective rate of pay in accordance with Appendix A;
 - 5. The final date for the submission of written applications. That final date shall be at least five (5) calendar days subsequent to the initial posting.
- e. Every member of the bargaining unit shall have the right to submit, within the time so limited, an application for the vacancy so posted. Such submission shall be made to such official or office as the announcement shall designate;
- f. The applications, after the final date, shall be separated by the employer into groups;
- g. All applications submitted from the same grade level shown on Appendix A shall constitute one separate group;
- h. Consideration shall be given first to the highest grade level represented and shall continue downward from grade to grade. However, at the first level at which, under these rules, a promotee can be selected, the process shall end and no lower groups shall be considered;

- i. Should there be submitted from the grade level being considered, only one timely application, the applicant shall be entitled to the promotion as long as, in the opinion of supervision, he can, within a reasonable period, learn the job involved as long as, during the three months immediately prior to the posting of the announcement of the vacancy, his record is free of unjustified absence;
- j. Should more than one timely application have been submitted from the level being considered, the governing factor in the selection of a promotee, if any, shall be seniority accrued at that level if, in the opinion of supervision, the applicants are relatively equal in ability to learn the job involved and if, during the three months immediately prior to the announcement of the vacancy, their respective attendance records are relatively equal in freedom from unjustified absence. However, if because of relative inequality in ability as so adjudged the senior applicant would be denied promotion, he shall be entitled to a qualifying probation of reasonable length on the job involved unless his incapacity to learn the work is obvious. The length of the trial period shall be determined by supervision after consultation with the appropriate Union representative.
- k. Whenever, during a period of one hundred and eighty (180) consecutive calendar days, an employee's record remains wholly free of any warning given for unjustified absence, prior warning given for such infraction shall be removed from his file;
- l. All determinations made on the subject of capacity or incapacity to learn the job involved and on the subject of the quality of performance, rendered during a probation period, shall be made by supervision. However, any such determination, if challenged as arbitrary, capricious, or unreasonable shall be reviewable on such grounds through the grievance arbitrations procedure;

- m. An employee who applies for either promotion or transfer shall not lose his rights to return to his last job at any time prior to or during the probationary period.
- 5.2 An employee shall be considered to be on probation and shall not be entitled to any seniority rights until he has been employed for six (6) months after the date of his most recent hire. After 6 months, his seniority will be retroactive to his starting date and will include previous periods of service with the City if there is no more than one (1) year break in service except as set forth in paragraph 5.6
- 5.3 Should an employee member of the unit transfer within the City to other work, he would take his seniority with him; subject to the provisions of any Union agreement should he be transferred to another unit. Any employee transferred into the unit would take his seniority with him.
- 5.4 Should a temporary or part-time employee be transferred to full-time permanent work, he must then serve a six (6) month probationary period following which his seniority shall be effective on the date he was transferred to full-time permanent work.
- 5.5 Seniority rights are forfeited due to voluntary resignation; discharge for any justifiable cause; authorized personal illness leave of absence of more than one (1) year without extension by the City Manager, authorized work connected illness leave of absence of more than two (2) years; and military leave subject to veterans' re-employment rights. The Union has the right to grieve on actions taken by the City under this section.
- 5.6 A seniority list by occupational group, job classification, grade, name of employee, and seniority date will be supplied to the Union every six (6) months.

- 5.7 Any employee on layoff under the provisions of section 5.6 would have the right to be reinstated to employment before a new employee is hired provided the laid off employee is qualified to do the job.
- 5.8 Whenever a vacancy occurs or a new job is created, the City shall post a notice of the same on the bulletin board and invite employees to apply for the job opening. The position will remain on the bulletin board for five (5) full working days. Employees who wish to be considered for future promotions but may be on vacation or leave may file a request in the Human Resources Department for consideration should a future opening occur.
- 5.9 The City will review each bidder's qualifications, ability to perform the work involved, knowledge, skill efficiency, physical fitness, training, past experience, past record as an employee, and seniority. Considering all factors, the City will make final decision on the employee selected for the job vacancy.
- 5.10 For purposes of bidding, job classifications have been set up in 6 groups as set forth in Appendix A. Employees in the same group as the group in which the opening occurs, who bid on an job opening, would first be considered before employees in the other groups.
- 5.11 Should an employee who is in a lower grade be awarded the bid, he will receive a 5% promotional increase or \$300, whichever is greater, in base salary to the higher grade but will receive no less than the minimum or no more than the maximum of the higher grade.
- 5.12 Should an employee who is on a higher grade be awarded the bid on a lower grade, he will retain his present base salary.
- 5.13 Should an employee who is on a higher grade be awarded the bid on a lower grade, he will retain his present base salary but no more than the maximum of the

lower grade. In such a case, his base salary cannot be more than the maximum of the lower grade.

- 5.14 An employee will have the right to bid on a job classification to which he is currently assigned.
- 5.15 Employees shall be entitled to unlimited promotion bidding, but shall be listed on one (1) lateral transfer per year.
- 5.16 The City may decide under its management rights to fill or not to fill a job vacancy; to increase the work force using a present job classification or establishing a new job classification; to upgrade an employee to higher job classification, and to review a job classification for purposes of determining a revised job classification and grade for a job based on changes in job requirements or the misclassifications of the employee on the job.
- 5.17 Should an employee be promoted or transferred to a job, he will have three (3) months probation on the job and may be transferred back to his previous job should his work be unsatisfactory.
- 5.18 An employee temporarily transferred to another job will receive the greater of his regular pay or the pay of the job classification to which he is temporarily transferred, for the hours worked on the other job, provided the job is for more than $\frac{1}{2}$ day.
- 5.19 Should an employee's job be abolished, he will have the right to replace another employee with less seniority within the same occupational group and job classification provided he is qualified to do the job. The employee with the lesser seniority may then replace an employee with even less seniority in a different job classification in a lower grade provided he is qualified to do the job.

5.20 Postings and bidding on jobs are subject to the grievance procedure.

SALARIES

6.0 Minimum and maximum for each grade shall be paid in accordance with the salaries set forth in Appendix A to this agreement. Employees shall receive an increase to their base salaries as set forth in Ordinance No. 06-11.

- a. Effective January 1, 2012 – 2% annually
- b. Effective January 1, 2013 – 1% annually
- c. Effective January 1, 2014 – 1% annually

Upon execution of the Agreement the annual increases for 2012 shall be paid retroactively to each member of the unit.

The City and the Union agree with the current "Schedule A- Salary Minimums and Maximums". The City also agrees that the "Schedule A – Salary Minimums and Maximums" shall be increased upon each year by the agreed upon salary increase.

- d. For dispatchers employed prior to the "1995/911 Certification" that are also employed as of the effective date of this agreement, the City has agreed to make a one-time pay adjustment of \$1,000.00, effective January 1, 2005. The Bargaining Unit will supply the name(s) of eligible employees upon signing this agreement and shall attach hereto.
- e. Dispatchers employed by the City as of the date this Agreement is executed shall receive a base salary adjustment equal to \$500 for each full year of completed service as of January 1, 2009.

- f. The salary minimum for dispatchers shall be increased to \$30,000 retroactive to January 1, 2009. Any dispatcher earning less than the new minimum shall be entitled to the greater of his/her current base or \$30,000.

LONGEVITY PAY

- 7.0 New Employees: Any employee hired after January 1, 2005 shall receive, in addition to his annual salary for the calendar year, a longevity payment of one percent (1%) of his or her base salary for every four (4) years of service completed up to a maximum of five percent (5%) for twenty years of completed service. Longevity payments will first become due or will be appropriately increased on the first of the month following month in which an employee's anniversary date of employment occurs.
- 7.1 Existing Employees: Any employee hired prior to January 1, 2005 shall receive, in addition to his/her annual salary for the calendar year, a longevity payment of one and one-half percent (1 ½%) of his/her base salary for every four years of completed service up to a maximum for twenty (20) years of service.
- 7.2 Notwithstanding the foregoing if during the term of this agreement any employee attains twenty four years of service, he/she shall receive an additional one and one-half percent (1 ½%) for a total of nine percent (9%) until reaching eligibility for a 25 year service retirement. If the individual does not retire at that time, the longevity payment shall revert to seven and one-half percent (7 ½%) retroactive to the employee's twenty-four year anniversary.

HOURS AND OVERTIME

- 8.0 The Standard workweek is 35 hours. The standard workday is 7 hours excluding lunch period.

- 8.1 Time and $\frac{1}{2}$ premium pay shall be paid for all hours in excess of 7 hours in a day or 35 hours in a workweek.
- 8.2 Employees whose regular scheduled workweek is Monday through Friday shall be paid time and $\frac{1}{2}$ premium pay for work on Saturday, and double time for work on Sunday. Employees whose regular scheduled work week is not Monday through Friday shall be paid time and $\frac{1}{2}$ premium pay for work on the sixth day of the work week and double time for work on the seventh day of their work week.
- 8.3 Any employee required to work on a holiday, will receive his regular straight time holiday pay for 7 standard hours. In addition, he will be paid double time premium pay for all hours work on the holiday.
- 8.4 Any employee called back at a time other than his regular scheduled hours shall receive a minimum of 4 hours pay at time and $\frac{1}{2}$ premium pay or time and $\frac{1}{2}$ premium pay for all hours worked, whichever is greater.
- 8.5 Exclusive of dispatchers, employees may opt to take compensatory time off in lieu of premium pay. There shall be no pyramiding of premium pay or double payments for the same hour worked. The employee will receive the highest premium pay for an hour worked as provided in this section or any other section of this Agreement. Before working overtime, an employee must have prior approval of his department head.
- 8.6 The opportunity to work overtime shall be rotated within each department among persons with jobs in the same grade and class, except where overtime is an integral part of a particular job, such as, but not limited to, the jobs of secretary to the Board of Adjustment and Secretary to the Planning Board.
- 8.7 Fire Dispatchers

a. Work Schedule:

Two days on: 7:00 a.m. to 7:00 p.m.

Three days off

Two days on: 7:00p.m. to 7:00 a.m.

b. Overtime distribution

1. On-Duty Dispatcher

2. Next due in Dispatcher

3. Next due in Dispatcher

4. Next due in dispatcher

Under no circumstances are dispatchers to work more than 16 straight hours.

8.8 MUTUAL SWAPS

It will be permissible for dispatchers to trade off part or whole shifts provided the officer in charge is given sufficient notification and the appropriate relief slips are filled out.

8.9 Civilian dispatchers will be called for relief (overtime) duty before Police Officers or Fire Fighters.

8.10 An employee whose regularly scheduled shift begins between the hours of 3:00 P.M. and 5:00 A.M. will receive the following amounts per year added to his base salary. The shift differential shall increase annually to reflect the percentage of the annual wage increase.

Police Dispatchers:

Effective January 1, 2012 – 2% annually	$2\% \times \$555.03 = \$11.10 = \$566.13$
Effective January 1, 2013 – 1% annually	$1\% \times \$566.13 = \$5.66 = \$571.79$
Effective January 1, 2014 – 1% annually	$1\% \times \$571.79 = \$5.72 = \$577.51$

Fire Dispatchers:

Effective January 1, 2012 – 2% annually	$2\% \times \$377.01 = \$7.54 = \$384.55$
Effective January 1, 2013 – 1% annually	$1\% \times \$384.55 = \$3.85 = \$388.40$
Effective January 1, 2014 – 1% annually	$1\% \times \$388.40 = \$3.88 = \$392.28$

- 8.11 It is fully understood and agreed that the shift differential will only be paid to employees who are regularly assigned to any shift other than the day shift. The amount of shift differential will be based on days actually assigned to other than the day shift and paid each pay period on a pro rata basis of the annual amount. The pro rata payment would apply to day shift employees assigned on a temporary basis to other than the day shift. It is also understood that if an employee is assigned to a shift, other than the day shift, on a temporary basis as a result of an employee swap, then the employee shall not receive the shift differential.
- 8.12 Each employee in the bargaining unit shall be entitled to one (1) fifteen (15) minute break in the first three and one-half (3 ½) hours of work; and one (1) fifteen (15) minute break in the last three and one-half (3 ½) hours of work. Morning and afternoon breaks shall not be taken together and breaks shall not be taken with lunch unless authorized by the immediate supervisor. The scheduling of breaks shall remain at the Employer's discretion, subject to the need of work required. The practice of scheduling breaks shall not be abused by the Employer or Employee.

VACATIONS

- 9.0 Vacations hereunder shall be permitted at any time during the year subject to the City's reasonable determination of the needs of the City in maintaining essential services, and shall be selected by the employee no later than the 15th day of April in each year. In the event the City closes shop for any period of time, employees who have designated other vacation time shall be required to work and shall be provided with work of any nature and shall receive therefore the rate of the job or the rate of their regular job whichever is higher.
- 9.1 During the early part of each calendar year, employees will be scheduled for vacation based on their seniority within an employee's job classification and department. Once an employee's vacation has been scheduled, he must take his vacation during that period. However, should an employee be unable to take his regularly scheduled vacation due to serious illness, accident, or injury suffered by the employee or his immediate family, as documented by a physician's certificate, or other reasons acceptable to the department head prior to the start of his scheduled vacation, he may request to have his vacation moved to a later date. Should the vacation change be approved by the City, it shall in no way change or alter previously scheduled vacations of any other employee. Furthermore, the rescheduled vacation must be taken within the same calendar year. However, in an emergency or through no fault of the employee, or based on a management decision, vacation, or a portion thereof, may be carried over to the following year extending the one year period to a two year period.
- 9.2 The following vacation time off with pay shall apply:

<u>Years of Service</u>	<u>Vacation (work days)</u>
Less than 1	12
1 but less than 3	13
3 but less than 5	15

5 but less than 10	17
10 but less than 15	20
15 and over	25

- 9.3 During the first year of employment, an employee's vacation days will be based on service calculated from the first of the month following the date of hire, unless the employee was hired on the first day of a month. He may receive up to 12 days vacation by December 31st.
- 9.4 Beginning with January 1 of each year thereafter, an employee's vacation will be based on years of service completed during the calendar year determined on his anniversary date of employment which occurs during the part of that calendar year. An employee who takes his vacation prior to his anniversary date has already occurred, provided that, if he should leave the employ of the City before the anniversary date, the final paycheck to that employee will be reduced by any unearned vacation days.
- 9.5 An employee whose employment terminates will be entitled to a lump sum payment for any unused vacation during the year calculated from January 1 and based pro rata on the number of full months worked divided by 12 and multiplied by the vacation days listed about to which he would have been entitled for that year. The result of this calculation minus any days taken during that year will be his pro rata lump sum payment. Any employee who, at the time of his initial employment was required to work a full year before becoming entitled to any vacation, shall, upon termination of his employment, be entitled to the full vacation pay to which he was entitled for his last full year of employment, plus his pro rata share of vacation time for the year in which his employment is terminated.

- 9.6 Since each employee's vacation year will be on a calendar year basis, an employee may not take a vacation "back to back" at the end of a calendar year without City approval.
- 9.7 **Fire Department Dispatchers:**
- a. Seniority in vacation determination shall be based on the employee's hiring date. For those employees having the same anniversary date, an effort shall be attempted to reach a compatible and equitable arrangement. If this can't be reached, they must resort to a draw of numbers.
 - b. Changes in vacation shall be requested of the Fire Chief a minimum of 2 weeks prior to the period desired. Only one change will be permitted per year.
 - c. Between Memorial Day weekend and Labor Day weekend, each dispatcher may not take more than 8 working days vacation.
 - d. Vacations shall not be scheduled between December 15 and January 15.
 - e. Vacation schedules will be submitted to the office of the Fire Chief no later than February 10.

HOLIDAYS

- 10.0 Regular full time employees shall be entitled to receive 12 holidays with pay during a calendar year as follow: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, General Election Day, Thanksgiving Day, and Christmas.

- 10.1 Should a holiday fall on a day which is a regularly scheduled day off for an employee, he shall receive an additional day off or an additional day's pay without any additional time off, at the discretion of the City, which must be exercised within a reasonable amount of time.
- 10.2 Any request by a Dispatcher or Parking Enforcement Official to take a day off in lieu of a holiday must be approved by the department head or designee.

LEAVES

- 11.0 Leaves will be provided to employees in accordance with Chapter 18 of the Revised General Ordinances of the City of Englewood or as set forth below.
- 11.1 Sick leave shall accumulate at the rate of 1-¼ days per month, not to exceed a total of 15 days per year. The definition of sick leave shall exclude any work connected illness or injury compensable by workman's compensation.
- 11.2 The following additional sick leave will be granted automatically based on the length of service, on a one-time basis only during the term of the contract for catastrophic illness, and may not be accumulated from one contract period to another, and is not to be included in the totals calculated under 11.1 and 11.2.
- | | |
|----------------------------------|----------|
| More than 1 and through 10 years | 15 days |
| 11 through 15 years | 30 days |
| More than 15 years | 45 days. |
- Catastrophic illness shall be defined as an illness which prevents an employee from working for a continuous period in excess of 10 working days. Payments of the additional sick leave provided hereunder shall not commence until after said 10-day period.

- 11.3 Upon retirement under the provisions of the Public Employee's Retirement System, an employee shall be entitled to receive payment for all accumulated sick leave not used at the time of retirement.
- 11.4 An employee in good standing whose employment terminates after 2 years of service with the City will receive a lump sum payment equal to $\frac{1}{2}$ of the amount of his accumulated sick leave not used at the time of termination provided he is not discharged for cause other than physical disability. Upon termination after 8 years, he shall receive 75% of the amount of his accumulated unused sick leave, and upon such termination after 20 years, or upon termination because of physical disability, he shall receive 100% of his accumulated unused sick leave provided, however, that the maximum payment of terminal leave, for all of the aforesaid calculations under this section shall not exceed \$12,000.
- 11.5 The following Personal Leave days will be available to each employee:
- a. 3 personal days per year, not chargeable to sick leave, upon approval of department head.
 - b. 3 personal days per year chargeable to sick leave.
- 11.6 The following paid Bereavement Leave days will be available to each employee:
- a. Four (4) days for the death of a mother, father, guardian or person standing in "loco parentis". Husband, wife, child, brother, sister, mother-in-law, father-in-law and domestic partner.
 - b. Three (3) days for the death of a grandparent or grandchild.
 - c. Two (2) days for the death of a brother-in-law, sister-in-law, uncle, aunt, nephew and niece.
- 11.7 The parties agree that in order for the employees to be eligible for bereavement leave as a domestic partner, he or she shall comply with the applicable provisions of the New Jersey Domestic Partnership Act (the "Act"), N.J.S.A. 26:8A-1, et seq., which are set forth below:

- a. Specifically, in order to form a domestic partnership under the Act, both persons must share a joint residence and be otherwise jointly responsible for each other's common welfare as evidenced by joint financial arrangements or joint ownership of real or personal property.
 - b. Both persons must agree to be jointly responsible for the other's basic living expenses, be unmarried, be over the age of 18, be of the same sex, and not have been a partner in a prior domestic partnership in the past 180 days.
 - c. Lastly, to effectuate the partnership, both persons must jointly file an Affidavit of Domestic Partnership with the local registrar.

The City reserves the right to request verification from an employee and domestic partner to determine whether they have met the requirements set forth above.

- 11.8 If by reason of illness, an employee is unable to return to work for a period of 15 days or more, and should such employee not have any accumulated sick leave, then such employee shall be entitled to the balance of any sick days which have not yet accrued but which will accrue under the contract during the remainder of the current calendar year as may be required for such illness. This provision in no way modifies the additional sick leave provisions of the contract.

MILITARY LEAVE

- 12.0** Military Leave for City employees shall be granted in accordance with N.J.S.A. 38:23-1 reflected in the attached Table of Military Leave for Public Employees

FAMILY LEAVE

- 13.0 A "family leave" of absence is governed by the federal Family and Medical Leave Act and the New Jersey Family Leave Act. An employee may take a leave under those policies without loss of benefits pursuant to the general leave policy.

INSURANCE AND PENSIONS

- 14.0 Payments made by employees to the Public Employee's Retirement System shall be returned with whatever interest is due from the System to any employee whose employment with the City terminates prior to eligibility for pension. Said repayment shall be made upon completion of filing the proper withdrawal statements by the employee and processing by the New Jersey Division of Pensions.
- 14.1 A prescription plan shall be provided to the employees set out in Section 1.0 of this agreement. The plan shall be the basic prescription plan as provided through the State of New Jersey, Division of Pensions or its equivalent. The City shall only be liable for the cost of coverage based on the monthly cost in effect when the plan is activated. Future increases in cost shall be borne by the employee or negotiated for by the Union.
- 14.2 In the event non-union unclassified employees within the employ of the City of Englewood become eligible to receive upon their retirement, lifetime medical benefits during the life of this Agreement, which became effective January 1, 2005 and shall expire December 31, 2008, the Union shall have the right to reopen negotiations during the term of the Agreement respecting such benefits.

Further, in the even non-union unclassified employees are required by the City of Englewood to make a financial contribution towards payment for lifetime medical

benefits, said requirement of a financial contribution shall also be a requirement for this bargaining unit.

14.3 There shall be an employee payroll deduction for optical and dental benefits, administered by Local 108. This benefit shall be funded solely by the employees (members of this bargaining unit).

14.4 Effective January 1, 2012, members of the bargaining unit covered by the City's medical plan shall make contributions in accordance with State Law, Chapter 2, P.L. 2010 dated May 21, 2010 and P.L. 2011, c.78 dated June 28, 2011.

MISCELLANEOUS

- 15.0 Employees in the Building and Grounds Department will be supplied with a uniform (permanent press shirt and trousers). In addition, one jacket, and suitable raingear (hat, jacket, pants and boots) will be supplied by the City.
- 15.1 Any employees required to work outdoors will be supplied with suitable clothing for summer or winter wear.
- 15.3 Parking Enforcement Officers in the Police Department will be supplied with 3 long sleeved blouses, 2 short sleeved blouses; 4 winter skirts; 2 summer skirts; 1 winter hat, 1 summer hat; 2 ties, 1 winter, 1 summer; 1 name tag; 1 outer coat; 1 jacket; 1 raincoat; 2 pairs of shoes; 1 pair of boots; 2 pair of slacks.
- 15.4 The City will provide a suitable bulletin board for the Union's official use (3" x 4" in size). It shall have a transparent face side, and be equipped with a lock and key, which shall be the property of Local 108.

- 15.5 Safety shoes and work gloves shall be worn where required, and shall be provided by the City.
- 15.6 All employees shall be provided with parking spaces in adequately lighted areas.
- 15.7 Uniforms shall be provided to Fire Dispatchers as required upon completion of the employee's probationary period.
- 15.8 The City of Englewood shall reimburse uniformed employees for reasonable dry cleaning and maintenance of uniforms. (Parking Enforcement Officers and Park Rangers of the Englewood Police Department are the uniformed employees of this bargaining unit). Employees must submit receipts for cleaning on a monthly basis.
- 15.9 The City shall replace uniforms as required for uniformed employees, Parking Enforcement Officers and Park Rangers. Individual garments will be replaced when worn or damaged beyond normal repair.

GENERAL

- 16.0 The terms and condition contained herein shall supercede any contrary terms and conditions whether contained in ordinance or elsewhere, but shall not supercede any of the requirements or prescriptions of Chapter 303, Public Laws 1968, as amended and supplemented, all of which rights and prescriptions to the extent required by law, shall govern the relationship of the construction of this agreement. If any clause contained in the Agreement is hereafter found to be illegal, that clause shall no longer apply to this contract, but the balance hereof shall remain in full force and effect. All governmental rights and prerogatives conferred upon the City by law shall, except as expressly limited by the terms of the Agreement, be reserved to the City.

- 16.1 All previous practices and conditions of employment not herein enumerated or modified shall continue in full force and effect.
- 16.2 This Agreement shall continue in full force and effect for a period of 3 years from January 1, 2012 provided that any salary increases or other benefits to be paid retroactive to that date shall be paid only to employees on the active payroll of the City of the date that this Agreement is signed.
- 16.3 Paychecks will be distributed on a bi-weekly basis.
- 16.4 Fire Dispatchers governed by this agreement will be assigned to duties of the Watch Office and related assignments as stated in the Rules and Regulations of the City of Englewood Fire Department. Further related assignment will be given by the Fire Chief and the Officer in Charge of headquarters.
- 16.5 Employees of the unit will be permitted, as soon as practical, to participate in the City's Deferred Compensation program.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
properly executed and attested on this _____ day of _____, 2012.

CITY OF ENGLEWOOD:

ATTEST:

LOCAL 108

Arthur Aldephy
F.L. Homer Englund
Jasper J. Petrell Jr.

SCHEDULE A
SALARY MINIMUMS AND MAXIMUMS

SALARY GRADE LEVELS		Jan. 1, 2012	Jan. 1, 2013	Jan. 1, 2014
<u>Grade 1</u>	Min	\$28,272	\$28,555	\$28,841
Clerk Typist	Max	\$49,916	\$50,415	\$50,919
Park Ranger				
Parking Enforcement Officer				
<u>Grade 2</u>	Min	\$29,552	\$29,848	\$30,146
Custodian	Max	\$51,920	\$52,439	\$52,964
Clerk Stenographer				
Secretary				
Data Entry Clerk				
Accounting Clerk				
Assistant Control Clerk				
<u>Grade 3</u>	Min	\$30,836	\$31,144	\$31,455
Senior Custodian	Max	\$52,457	\$52,981	\$53,511
Permits & Licenses Clerk				
Technical Assistant				
<u>Grade 4 A</u>	Min	\$31,915	\$32,234	\$32,556
Dispatchers	Max	\$54,473	\$55,018	\$55,568
<u>Grade 4 B</u>	Min	\$32,118	\$32,439	\$32,763
Computer Operator	Max	\$54,473	\$55,018	\$55,568
Lead Custodian				
<u>Grade 5</u>	Min	\$33,401	\$33,735	\$34,072
Housing Inspector	Max	\$54,473	\$55,018	\$55,568
Accountant				
Administrative Assistant				
<u>Grade 6</u>	Min	\$34,680	\$35,027	\$35,377
Senior Housing Inspector	Max	\$56,888	\$57,457	\$58,032